

KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS

**2009 Boat Sewage Pumpout Station
Operation and Maintenance (O&M) Funding Program**

AGREEMENT

I. Definitions

The following definitions apply to this document:

- A. Applicant: The owner of the Marina or the owner's duly-authorized representative.
- B. Boat sewage pumpout station (also called "pumpout station"): A location with equipment designed and used for the sole purpose of removing human wastes from boats, from either plumbed systems or portable toilets on such boats. The term includes fixed (stationary) and trailered (portable) units.
- C. Department: New Hampshire Department of Environmental Services, operating through a duly-authorized representative.
- D. Marina: The Applicant's facility that is the subject of this Agreement, where boats are stored and/or serviced, and/or where boats otherwise congregate and where a pumpout station is available.
- E. O&M Funds: Money provided from the Department to the Applicant for the sole purpose of operation and maintenance (O&M) of a boat sewage pumpout station in accordance with this Agreement.
- F. Operations Period: The 2009 boating season (April 1, 2009 through November 30, 2009, a total of 245 days).

II. Initial Certification

The Applicant hereby certifies that the following conditions are true as of the date of this application:

- A. The Marina has an operational boat sewage pumpout station that is in compliance with all applicable State and local permit and health requirements and all applicable State and local codes;
- B. The pumpout station is used for the collection of boat sewage only, and no bilge water or oily waste is collected; and
- C. The pumpout station is located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks.

III. Operation of Pumpout Station

- A. The Applicant will make the pumpout station at the Marina available to the general public during the Marina's regular business hours throughout the Operations Period in accordance with the terms of this Agreement.
- B. The Applicant will keep pumpout usage logs throughout the Operations Period on forms provided by the Department, and will submit the logs to the Department with the request for reimbursement.
- C. The Applicant may charge a fee for the pumpout service, which shall not exceed \$5.00 per pumpout. If a fee is charged, the Applicant will maintain a written record of this income with the pumpout usage logs and will submit the income record to the Department with the request for reimbursement.
- D. The Applicant will notify the Department immediately if the pumpout station is out of service for any reason other than severe weather, by calling (603) 271-8803 and leaving a message if the call is not answered in person. The Applicant will fix any operational problems in a timely manner and will notify the Department when the pumpout station is back in service.
- D. The Applicant will ensure that the pumpout station remains in compliance with the certifications noted in Section II above throughout the Operations Period.
- E. The Applicant will not discriminate against any person on the basis of sex, age, handicap, race, color, creed, or national origin, in the use of the pumpout station.
- F. If unusually cold or severe weather places the pumpout station at risk of damage, the Applicant may request permission from the Department to delay the opening of the pumpout station until after April 1st or winterize the system prior to November 30th, which permission shall not unreasonably be withheld. No penalty shall be incurred by the Applicant for a delayed opening or early shut-down that is authorized by the Department in writing.

IV. Reimbursement Eligibility

- A. If the Applicant complies with all terms of this Agreement, the Applicant will be eligible for reimbursement of 75% of total O&M expenses for the pumpout station minus income from pumpout fees, up to a maximum reimbursement of \$1,000. Subject to C, below, the Applicant will not be eligible to receive reimbursement if pumpout station income exceeds eligible O&M expenses.
- B. Eligible expenses are limited to the following:
 - 1. \$250 for keeping and submitting pumpout station usage logs and, if applicable, written records of pumpout fees.
 - 2. \$15.00 per hour, up to \$250 (16.67 hours), for time that paid Marina staff spend

maintaining and/or fixing the pumpout station. To be eligible for this reimbursement, the Applicant must submit the name of the employee, the date(s) the employee worked on the pumpout station, the nature of the work performed and the total hours. Marinas that use volunteer/unpaid staff are not eligible to claim this expense.

3. Additional expenses that are supported by copies of paid receipts, limited to the following:

- a. Payments to licensed plumbers and/or electricians for pumpout station related expenses;
- b. Purchase of pumpout station replacement parts/equipment;
- c. Payments to licensed sewage haulers for the emptying of marina holding tanks pertaining only to the pumpout station;
- d. Pumpout station winterization; and
- e. Annual pumpout station sewage connection fees, for those pumpout stations that are directly connected to a municipal sewer and for which such fees are charged. This expense applies only to the portion of the Marina's sewage bill that pertains to the pumpout station.

C. The following provisions will apply to the reimbursement calculation:

1. If pumpout station income exceeds eligible expenses, the amount of the excess will be carried forward to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
2. If pumpout station O&M expenses exceed the maximum reimbursement level, the deficit will be carried forward and applied to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
3. No excess as described in C.1. or deficit as described in C.2. will be carried forward more than one year. The availability of future O&M funds cannot be guaranteed.

D. If a marina encounters substantial expense due to unusual maintenance problems, the Applicant may request an exception to the grant limit, and if the request is approved, an amount over the \$1,000 may be awarded subject to availability of funds.

E. **O&M Funds will not be provided to any Applicant if:**

1. **The Marina's pumpout station is out of service for any reason, other than severe weather, for longer than 14 days, whether consecutively or not, regardless of whether the Applicant notified the Department of the problem; or**

2. During the Operations Period, **the Department receives three or more complaints from boaters regarding the availability of the Marina's pumpout station** and the Applicant has not, in each instance, notified the Department first that a problem exists.

V. Reimbursement Requests

- A. The Department will not consider any reimbursement request that is submitted before December 1, 2009 or after January 31, 2010.
- B. To request reimbursement, the Applicant must complete and submit a written reimbursement request to the Department. The reimbursement request must include the following:
 1. An O&M invoice, on company letterhead; and
 2. The pumpout station usage logs, the record of income generated (if a fee is charged for pumpout service), and any other supporting documentation for eligible expenses as noted in Section IV.B above.
- C. The Department will review the submittal and calculate the reimbursement amount as per Section IV above. The Department may, at its discretion, deny or reduce payment to the Applicant if the reimbursement request contains insufficient supporting information or erroneous data, if the expenses detailed are not reimbursable, or if paid invoices are not included.

VI. Other Applicable Provisions

- A. In performance of its obligations under this Agreement, the Applicant shall conform to all applicable federal, state, and local laws and regulations. The Applicant shall obtain and maintain, at the Applicant's expense, all licenses, permits, insurance and government approvals, if any, required for the performance of its obligations under this Agreement.
- B. This Agreement shall be governed by the laws of the State of New Hampshire, and the parties hereby expressly agree that the courts of the State of New Hampshire shall have exclusive jurisdiction to decide any questions arising hereunder.
- C. Neither this Agreement nor any funds that may become due hereunder may be assigned by the Applicant except with the prior written approval of the Department.
- D. In the event of a failure on the part of the Applicant to comply with any provision of this Agreement, the Department may, at its sole discretion, deny or reduce payment to the Applicant and/or declare this Agreement to be null and void and of no further effect.
- E. This Agreement embodies the whole agreement of the parties. No promises, conditions, or obligations exist relative to the application for, and use of, O&M Funds

other than those contained herein or expressly incorporated herein by reference.

VII. Effective Date

This Agreement shall be effective on the later of April 1, 2009 or the date it is approved by:

- A. The Commissioner of the Department, for applicants who will receive less than \$5,000 in total from the Department as a result of this agreement in combination with any other agreement still pending; or
- B. The Governor and Executive Council, for applicants who will receive \$5,000 or more from the Department as a result of this agreement in combination with any other agreement still pending.

VIII. Signature

I certify that I am authorized to sign this Agreement on behalf of the Applicant and that the Applicant will comply with all terms and conditions of this Agreement if O&M Funds are provided.

Date: _____

Signature

Name of Marina

Printed Name of Signatory

Title of Signatory